

AG Contract No.: KR97-0929TRN  
ADOT ECS File No. JPA 97-58  
Project: TEA-082-A(1)A  
TRACS No. 082 CH 061.5 H 5498 01 C  
Program Item No: 38598  
Section: SR 82 @ Fairbank Historic  
Town-site Intermodal Transportation Center

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into 16th August, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the "State" ) and the UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, acting by and through its Contracting Officer ( the "BLM" ).

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-408 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The BLM is empowered by Title 16 USC 532-538 and USC 572 Ref: FMS 15184.13 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the BLM.

3. The Transportation Equity Act for the 21<sup>st</sup> Century (TEA 21) includes provisions for the Transportation Enhancement Fund, which establishes a program providing State administered federal funds to be used for the development of transportation related enhancement projects. The State has allocated TEA 21 funds in the amount of \$471,500.00 with a \$28,500.00 match for design and construction on SR-82 of the Fairbank Historic Town-site Intermodal Transportation Center entry road and parking area, herein referred to as the "Project". Construction of the Project includes but is not limited to: stabilization and renovation of existing historic buildings, pedestrian walkways, a kiosk with interpretive panels, road and entry signs and landscaping.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25432

Filed with the Secretary of State

Date Filed: 08/16/02

Ketrey Bayless  
Secretary of State

By: Dan V. Greenwald

## **II. SCOPE OF WORK**

1. The BLM will :

a. Conduct an archeological survey of the site in order to obtain archeological clearance for the project, design, obtain the necessary State permits, call for bids, award and administer one or more construction contracts to construct a new eastbound left turn lane on SR 82, a new entry road and parking area, stabilize and renovate the existing historic buildings, construct a railroad passenger shade structure, pedestrian walkways, a kiosk with interpretive panels, road and entry signs and landscaping for the grounds, old entrance and parking area. Upon completion of the project, provide maintenance for the improvements.

b. Title and plan sheets shall list the Federal Highway Administration (FHWA) federal aid number and the State TRACS number in addition to BLM contract or project numbers.

c. Invoice the State for the cost of completed work on the improvements, in a total amount not to exceed \$500,000.00. Be responsible for all costs associated with the project over and above the State's \$500,000.00 contribution of Transportation Enhancement funds.

d. Upon completion of the project provide maintenance for the improvements. Maintenance will include vegetation clearing and control within the Transportation Enhancement project limits and within the Roadway project limits from Milepost 61.4 to Milepost 61.8. Clearing and control will be performed a minimum of once per year or more frequently, if required.

2. The State will:

Within 30 days after receipt and approval of an invoice, pay the BLM, in a total amount not to exceed \$500,000.00.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the advertisement of a design of the Project under this contract, with thirty (60) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Applicable laws of the state and federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputed relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit

7 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contracting:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

United States Department of Interior  
Bureau of Land Management  
12661 East Broadway  
Tucson, AZ 85748-7208

For Invoice and Approvals

Arizona Department of Transportation  
Environmental Planning Group  
Transportation Enhancement Section  
205 South 17th Avenue, Mail Drop 609E  
Phoenix, AZ 85007

8. Attached hereto is the written determination of each party's legal council the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**U.S. DEPARTMENT OF INTERIOR**  
Bureau of Land Management

**STATE OF ARIZONA**  
Department of Transportation

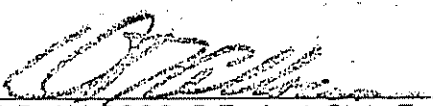
By Bill Chulchun  
for SHELA A McFARLIN  
Field Office Manager

By John W. Carr  
JOHN W. CARR, P.E.  
Acting Contract Administrator

RESOLUTION

BE IT RESOLVED on this 26th day of April, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with BUREAU OF LAND MANAGEMENT, for the purpose of defining responsibilities for design, construction and maintenance of improvements to the Fairbank Historic Town-site Intermodal Transportation Center on SR 82 at MP 61.5

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Contract Administrator for approval and execution.



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DAVID R. ALLOCCO, P.E. Asst. State Engineer  
Engineering Technical Group  
for VICTOR M. MENDEZ, Director

JPA 97-58

DETERMINATION

Arizona Contract No. JPA 97-58, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 30 day of July, 2002.

THE UNITED STATES OF AMERICA

By Bill Childers



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646  
MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0929-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 12, 2002.

Janet Napolitano  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", is written over a horizontal line.

Susan E. Davis  
Assistant Attorney General  
Transportation Section

SED:djd:752718

Enc.